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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA-WESTERN DIVISION**
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13 DE'VON WALKER, on behalf of himself
14 and others similarly situated,

15 Plaintiff,

16 v.

17 SCOOBEEZ, a California Corporation;
18 AVITUS, INC., a Montana corporation;
19 AVITUS GROUP, an unknown business
entity; SCOOBEEZ, INC. CORP LA., a
business entity of unknown form; and
DOES 1 through 50, inclusive,

20 Defendants.
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Case No.: 2:18-cv-6108 AB (RAOx)

**DECLARATION OF JODI
MILLIRON IN SUPPORT OF
DEFENDANTS SCOOBEEZ AND
AVITUS, INC.'S MOTION TO
COMPEL INDIVIDUAL
ARBITRATION AND TO
DISMISS OR, IN THE
ALTERNATIVE, STAY ALL
PROCEEDINGS**

*[Filed concurrently with Notice of
Motion and Motion to Compel
Individual Arbitration and to Dismiss
or, in the alternative, Stay All
Proceedings; Declarations of Pablo
Olvera, Sarah Straus and Rafael G.
Nendel-Flores; and [Proposed] Order]*

Complaint Filed: May 29, 2018
Trial Date: None Set

DECLARATION OF JODI MILLIRON

I, Jodi Milliron, declare and state as follows:

1. I am currently the Director of Operations for Avitus, Inc. ("Avitus") a named Defendant in this action. I have personal knowledge of all of the facts set forth below, and if called upon to testify to the same, I could and would do so competently and truthfully. I make this declaration in support of Defendants' Motion to Compel Individual Arbitration and to Dismiss or, in the alternative, Stay the Proceedings.

2. As the Director of Operations, I am familiar with Avitus' business model, its regular business practices, and its policies and procedures. In this role, I have access to Avitus' business records, including the payroll and human resources files it maintains.

3. Avitus provides certain outsourced professional employer organization ("PEO") services to its clients throughout the United States, such as the administration of payroll and other outsourced human resources services. Avitus provided such PEO services to Scoobeez at the time Plaintiff De'Von Walker ("Plaintiff") provided services to Scoobeez.

4. Avitus is headquartered and incorporated in Montana.


5. A true and correct copy of the Employee Acknowledgement and Arbitration Agreement ("Arbitration Agreement") of Plaintiff dated September 30, 2016, is attached hereto as **Exhibit A**, and is incorporated by reference as though fully set forth herein.

6. Scoobeez, a named Defendant in this action, is the intended "worksite employer" referenced as Scoobeez, Inc. Corp LA in the Arbitration Agreement signed by Plaintiff.

7. In the event this matter is compelled to arbitration, Avitus agrees that Plaintiff will not be required to bear any fees or costs unique to arbitration.

1 I declare under penalty of perjury pursuant to the laws of the State of
2 California and the United States of America that the foregoing is true and correct.

3 Executed on this 20th day of July, 2018 at Billings, Montana.

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5 
6 Jodi Milliron